



NOTICE OF SOLICITATION

SERIAL 05007-RFP

REQUEST FOR PROPOSAL FOR: INMATE EMPLOYMENT SKILLS BUILDING EDUCATIONAL SERVICES – MCSO (NIGP (95221))

Notice is hereby given sealed proposals will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **JUNE 08, 2005**, for the furnishing of the following for Maricopa County Proposals will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All Proposals must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked “SERIAL 05007-RFP REQUEST FOR PROPOSAL FOR INMATE EMPLOYMENT SKILLS BUILDING EDUCATIONAL SERVICES – MCSO (NIGP (95221))”.

The Maricopa County Procurement Code (“The Code”) governs this procurement and is incorporated by this reference. Any protest concerning this request for Proposals must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS REQUEST FOR PROPOSAL AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED A <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS SOLICITATION WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER

INQUIRIES:

STAN FISHER
SENIOR PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3274

THERE WILL BE A MANDATORY PRE-PROPOSAL CONFERENCE HELD ON MAY 25, 2005, 9:00 A.M. AT THE MCSO OFFICES WEST CONFERENCE ROOM, LOCATED IN THE WELLS FARGO BUILDING, 100 W. WASHINGTON ST., 19TH FLOOR, PHOENIX, AZ 85003

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

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NO RESPONSE

Respondents not responding to this proposal are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 05007 -RFP"

Responses must be received **BY 2:00 P.M., JUNE 08, 2005**. Respondents failing to submit a proposal, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL: 05007-RFP

**TITLE: INMATE EMPLOYMENT SKILLS BUILDING
EDUCATIONAL SERVICES – MCSO (NIGP (95221))**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO PROPOSAL:

_____ Insufficient time

_____ Do not handle product/service

_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference.

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

THESE FORMS MAY BE LOCATED AT <http://www.maricopa.gov/materials>. M/WSBE PARTICIPATION FORMS.

REQUEST FOR PROPOSALS FOR: **INMATE EMPLOYMENT SKILLS BUILDING EDUCATIONAL SERVICES – MCSO (NIGP 95221)**

1.0 **INTENT:**

The intent of this solicitation is to provide weekly to semi-weekly group therapy and curriculum based educational services for EMPLOYMENT SKILLS BUILDING groups with the Maricopa County Sheriff's Office (MCSO) Custody Support Division (formerly the Inmate Program Division) participants. The program shall be developed to the satisfaction of the MCSO and meet all the criteria as contained in the statement of work. The resultant contract may be awarded to multiple vendors. Maricopa County reserves the right to make additional contract awards, as requirements may demand.

2.0 **SCOPE OF WORK:**

2.1 EMPLOYMENT SKILLS BUILDING GROUP QUALIFICATIONS

- 2.1.1 Facilitators providing direct services (client contact) must possess a minimum of a Bachelor's degree in the field of human services (e.g. Counseling, Psychology, Social Work, or related field), or must receive clinical supervision from a Ph.D. level or Masters level prepared supervisor. The counselors providing direct services shall be state licensed Counselors or eligible for licensure.
- 2.1.2 Facilitators must possess professional certificates in counseling to be eligible for licensure. Criteria for eligibility for licensure can be obtained from Board of Behavioral Health Examiners, phone # (602) 542-1882.
- 2.1.3 In addition, facilitators should have a minimum of one year's experience or at least 1,000 hours in education or counseling. The facilitator must be experienced in delivering business ethics, employment, job application process, offender employment issues, stress management and impulse control therapy. This experience should include the facilitation of educational/didactic groups for criminal offenders in a secure care facility.
- 2.1.4 The agency and counselors, which are assigned to this contract shall have a minimum of one year's experience providing group therapy to adult and adolescent jail inmates.
- 2.1.5 Proposer/agency shall possess the appropriate licenses, as an agency and/or counselors, in full accordance with applicable statutes, codes, etc.

2.2 CREDENTIALS VERIFICATION

- 2.2.1 Each applicant must submit copies of resumes and certificates of counseling expertise and college degrees for each person who will be providing direct services pursuant to the resultant contract. Resumes must include both education and related work experience. Resumes for staff providing direct and/or supervisory services are to be included with the bid as an attachment (place in the "Other Data" section of the RFP).
- 2.2.2 Employees of the Provider who have contact with probationers and/or records under the supervision or jurisdiction of the MCSO pursuant to this contract must submit to a security clearance and background check by MCSO. This background investigation will be completed immediately upon employment with the Provider. The background check may include a criminal records check. Background check will be carried out by MCSO after opening of the bid and at the cost of the county. The background check includes a security class. The jail entry badges will be created at this time also.
- 2.2.3 The Provider will obtain a signed background check release form from employees who have contact with inmates and/or records under the supervision or jurisdiction of MCSO pursuant to this contract. The Provider shall provide the signed background check release

form to MCSO immediately upon employment so that a background check can be completed by MCSO. Typically, two to three weeks will be needed by MCSO to complete each background check, although MCSO cannot guarantee a specific time frame. Persons who are employed by the Provider pursuant to this contract shall not have contact with inmates or records as stated above until MCSO has completed the background investigation and has cleared the person for such contact. Annual security background checks may be conducted by MCSO. Any changes due to criminal charges, homeland security regulations, or other security concerns may result in loss of jail entry authorization.

- 2.2.4 The decision of the MCSO as to the eligibility of the employee for contact with inmates or records as stated above is final and is not appealable. Pursuant to state law, the information derived from the background check cannot be divulged to the Provider, the employee or any other unauthorized party.
- 2.2.5 Contractors are to notify MCSO of any and all material changes to personnel and program content related to the service contract. Notification for content changes must be made in advance of implementation and receive approval by identified MCSO personnel prior to implementation. Notification of staff changes must be made within 48 hours of predicted or actualized change(s).

2.3 PARAMETERS

- 2.3.1 Clients will be referred by the MCSO Division staff.
- 2.3.2 There are three (3) specific groups that will be referred for these services:
 - 1) Juvenile males between the ages of 12 & 18.
 - 2) Adult females.
 - 3) Adult males.

Referrals will be made by MCSO Division staff, within individual jail facilities.

- 2.3.3 ***Proposer/respondent, at their option, may offer services to any of the three (3) specific groups, or all specific groups, as listed in 2.3.2. Your proposal/response shall clearly state the specific groups you are willing to provide services to.***
- 2.3.4 Providers are to facilitate four-week groups with five sessions per week of employment education over a maximum 50-week period of time to referred clientele. Groups should be 60 to 120 minutes in length. Groups must be facilitated by use of a structured curriculum, containing a facilitator's guide and a client workbook. The facilitator must provide group materials. Pre and Post testing by the provider is required. Gender specific and bilingual programming is preferred. A substitute facilitator is prohibited for the term of the contract.

2.4 SERVICES

Each proposer/respondent shall provide a proposal for services that includes methods to:

- 2.4.1 Facilitate a learning environment whereby clients are:
 - 2.4.1.1 Provided an objective presentation of goals, objectives & contrasting behavior and/or attitudes;
 - 2.4.1.2 Presented with behavioral and employment strategies to challenge current thinking and behaviors;
 - 2.4.1.3 Assisted in developing their own ambivalence & discrepancy regarding change factors; and

2.4.1.4 Taught skills to enhance self-efficacy necessary to make initial commitments to change, control behaviors, seek and retain employment.

2.4.2 Provide visual, auditory, and kinesthetic activities to provide an encouraging learning environment for all learning types.

2.4.3 Provide objective counseling and training services that allow them to identify personal resistances, barriers, and challenges to change.

2.4.4 Provide structured, formatted groups to teach inmates how to redesign and implement new thinking patterns to meet the Division goals of reducing recidivism, by teaching inmates how to control anger and stress, recover from chemical addiction, discontinue antisocial behaviors including domestic violence, seek and retain employment, and make positive, responsible choices.

2.4.5 Prepare for discharge summaries with recommendations are sent to the appropriate MCSO Custody Support Division staff and referral source for continuing care.

2.4.6 The above should include curriculum-based homework requirements which the facilitator will use in determining the defendant's progress. MCSO and pre-sentence assessment will determine clients referred for programs. Such assessment will indicate client risk and need level. Clients may be mandated to attend the programs as a condition of an ALPHA participant or special education student.

2.5 ADMINISTRATIVE SERVICES

2.5.1 The provider will keep accurate attendance and notification of absences will be given to the MCSO on the next working day after a missed session.

2.5.2 Monthly progress reports shall be submitted to authorized MCSO staff documenting attendance, homework completion, attitude, progress in treatment, future treatment recommendations. The reports are due to the MCSO staff within five working days after the completion of the agreed upon reporting period.

2.5.3 Statistical reports are to be completed and submitted to MCSO personnel as indicated. Progress evaluation methods and measurements are some dynamics to be measured throughout the treatment and contract duration. Pre and post testing of cognitive skills to measure improvements are required.

2.5.4 If it is determined that an offender may be dismissed or discharged from group or discharged from group by the provider, the provider will notify MCSO Programs personnel. Such notification must occur prior to termination unless infraction violates the safety and well being of the offender or others. If terminated from group, a written report is to be submitted to the identified MCSO staff within 24 hours of dismissal.

2.6 ADMINISTRATIVE INFORMATION

2.6.1 Applicants are to limit their PROGRAM PROPOSAL to 5 pages or less. Attachments regarding staff credentials may be attached, but discretion should be used in the quantity of submitted attachments. Response to all specification requirements must be within 5 pages. Emphasis is to be on program design and delivery plan pertinent to bid specifications. Other serial requirements should be addressed with a simple statement regarding plan for satisfying requirements.

2.6.2 Providers may facilitate groups in all MCSO jail facilities:

2.6.3 Applicants are to submit their proposal/response for services on a cost per group basis. ***Fees exceeding \$150.00, per group session, will not be considered for award.*** Applicants are encouraged to submit competitive proposals/responses. Group preparation, supplementary individual counseling, and documentation time are considered integral of the group rate offered.

2.6.4 Providers are to prepare, update, and report outcomes relating to individualized treatment plans for each inmate served when requested by MCSO staff.

2.7 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.8 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.9 TAX:

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.10 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed service requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make service delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT TERM:

This Request for Proposal is for awarding a firm, fixed price purchasing contract to cover a four (4) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

3.4 INDEMNIFICATION AND INSURANCE:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.4.2 Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.4.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**,

at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.3.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

3.4.3.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance with a combined single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

3.4.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.4.4 Certificates of Insurance.

3.4.4.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.4.4.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.4.4.3 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Respondents without this capability may be considered non-responsive and not eligible for award consideration.

3.7 SCHEDULE OF EVENTS

Request for Proposals Issued:

5/12/05

Deadline for written questions (72 hours after Pre-Proposal meeting). No questions will be responded to prior to the Pre-Proposal Conference. All questions must be submitted to

sfisher@mail.maricop.gov and be received by 5/28/05, 9:00 A.M. Arizona time. All questions and answers will be posted to www.maricopa.gov with the original solicitation.

Deadline for submission of proposals is 2:00 P.M., MST, on **JUNE 08, 2005**. All proposals must be received before 2:00 P.M. on the above date at Maricopa County Materials Management Department, 320 West Lincoln Street, Phoenix, AZ 85003.

-ALL DATES LISTED BELOW ARE TENTATIVE DATES-

Proposed review of Proposals and short list decision:	<u>6/15/05</u>
Proposed Respondent presentations: (if required)	<u>6/22/05</u>
Proposed selection and negotiation:	<u>6/29/05</u>
Proposed Best & Final (if required)	<u>7/6/05</u>
Proposed award of Proposal:	<u>8/10/05</u>

All responses to this proposal become the property of Maricopa County and (other than pricing) will be held confidential, to the extent permissible by law. The County will not be held accountable if material from proposal responses is obtained without the written consent of the Respondent by parties other than the county.

3.8 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

STAN FISHER, SENIOR PROCUREMENT CONSULTANT, 602-506-3274
(sfisher@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Amie Bristol, Procurement Manager, MCSO, 602-876-3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.9 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Respondents are to provide one (1) original hard copy (labeled) and five (5) copies (labeled as copies) of their proposal, plus (1) electronic copy on a CD. Respondents are to address proposals identified with return address, serial number and title in the following manner:

**Maricopa County Department of Materials Management
320 W. Lincoln St.
Phoenix, AZ 85003**

**SERIAL 05007 – RFP
INMATE EMPLOYMENT SKILLS BUILDING EDUCATIONAL SERVICES – MCSO
(NIGP (95221))**

Proposals must be signed by a corporate official who has been authorized to make such commitments. All prices shall be held firm for a period of one hundred twenty (120) days after the RFP closing date.

3.10 EXCEPTIONS TO THE SOLICITATION:

The Respondent shall identify and list all exceptions (if any) taken to all sections of 05007 – RFP and list these exceptions referencing the section (paragraph) where the exception exists and identify the exceptions and the proposed wording for the Respondent's exception. The Respondent will list these exceptions in the Best and Final Proposal under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05007 - RFP." **Exceptions that surface elsewhere and that do not also appear under the heading, "Exception to the PROPOSAL Solicitation, SERIAL 05007 - RFP," shall be considered invalid and void and of no contractual significance.**

The County reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Respondent exceptions, or accept them outright.

3.11 GENERAL CONTENT:

The Proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straightforward, concise delineation of capabilities to satisfactorily perform the Contract being sought.

The Respondent should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Respondent deems them necessary to accomplish the program.

3.12 FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below:

3.12.1 Letter of Transmittal (Exhibit 2)

3.12.2 Table of Contents

3.12.3 Short introduction and summary – This section shall contain an outline of the general approach utilized in the proposal.

3.12.4 Proposal – Your proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing your best offer. Additional related services should be incorporated into the proposal, if applicable.

3.12.5 Qualifications – This section shall describe the firm's ability and experience related to the programs and services proposed. All project personnel, as applicable, shall be listed including a description of assignments and responsibilities, a resume of professional experience, and an estimate of the time each would devote to this program, and other pertinent information.

3.12.6 Other data

3.12.7 Proposal exceptions

3.12.8 Pricing (Attachment A)

3.12.9 Other data

3.12.10 Agreement (Attachment B)

3.12.11 References (Attachment C)

3.12.12 Vendor Information (Attachment D)

3.13 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Analysis Committee shall be appointed, chaired by the Materials Management Department, to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the Evaluation Committee. Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). Proposals will be evaluated on the following criteria which are listed order of importance.

3.13.1 Proven skills and technical competence.

3.13.2 Approach and philosophy.

3.13.3 Credential of management staff.

3.13.4 Cost of goods, services and/or materials and allocation of man-hours.

3.14 POST AWARD MEETING:

The successful Respondent(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of the Contract.

NOTE: RESPONDENTS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR PROPOSALS.

ATTACHMENT A
PRICING

SERIAL 05007- RFP

PRICING SHEET S083204 B0604593 (NIGP 95221)

BIDDER NAME: _____
F.I.D./VENDOR #: _____
BIDDER ADDRESS: _____
P.O. ADDRESS: _____
BIDDER PHONE #: _____
BIDDER FAX #: _____
COMPANY WEB SITE: _____
COMPANY CONTACT (REP): _____
E-MAIL ADDRESS (REP): _____

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO SELECT ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO SELECT A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10 _____
NET 15 _____
NET 20 _____
NET 30 _____
NET 45 _____
NET 60 _____
NET 90 _____
2% 10 DAYS NET 30 _____
1% 10 DAYS NET 30 _____
2% 30 DAYS NET 31 _____
1% 30 DAYS NET 31 _____
5% 30 DAYS NET 31 _____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____%

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT
____ MARICOPA COUNTY WEB SITE
____ PRE-SOLICITATION NOTICE
____ OTHER (PLEASE SPECIFY)

ATTACHMENT A
PRICING

1.0 PRICING:

ITEM DESCRIPTION

FEE/RATE PER SESSION

Group rate/fee, per session, as defined herein and in accordance with your proposal. Proposers/respondents are reminded that group preparation, supplementary counseling, and documentation time are integral to the group rate/fee offered.

\$ _____

PROPOSERS/RESPONDENTS ARE REMINDED THAT FEES EXCEEDING \$150.00 PER GROUP WILL NOT BE CONSIDERED FOR AWARD

ATTACHMENT B

AGREEMENT

The Respondents hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS AGREEMENT THE SUBMITTING FIRMS CERTIFIES THAT THEY HAVE REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING PROPOSAL

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING PROPOSAL: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.

EXHIBIT 2

LETTER OF TRANSMITTAL
(To be typed on the letterhead of Offeror)

Maricopa County Department of Materials Management
320 West Lincoln,
Phoenix, Arizona 85003

Re: RFP Number – 05007

To Whom It May Concern:

(NAME OF COMPANY) (herein referred to as the "Offeror"), hereby submits its response to your Request for Proposal dated _____, and agrees to perform as proposed in their proposal, if awarded the contract. The Offeror shall thereupon be contractually obligated to carry out its responsibilities respecting the services proposed.

Kindly advise this in writing on or before _____ if you should desire to accept this proposal.

Very truly yours,

NAME (please print)

SIGNATURE

TITLE (please print)